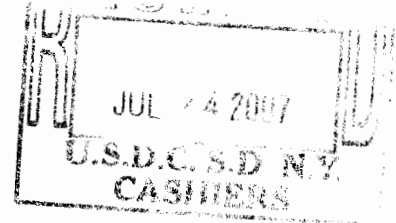


Christopher M. Schierloh (CS6644)
CASEY & BARNETT, LLC
317 Madison Avenue, 21st Floor
New York, New York 10017
(212) 286-0225
Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT NEW YORK

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FIREMAN'S FUND INSURANCE COMPANY a/s/o
DOW EUROPE GmbH



Plaintiff,

2007 Civ.

- against -

COMPLAINT

MV SAFMARINE ANTWERP her engines, boilers,
tackle, furniture, apparel, etc., *in rem* and A.P. MOLLER-
MAERSK A/S d/b/a MAERSK LINE, AND MAERSK
SEALAND, *in personam*

Defendants.

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Plaintiff, FIREMAN'S FUND INSURANCE COMPANY (hereinafter "FFIC") a/s/o DOW EUROPE GmbH (hereinafter "Dow Europe"), by and through its attorneys, Casey & Barnett, as and for its Complaint against the MV SAFMARINE ANTWERP her engines, boilers, tackle, furniture, apparel, etc., *in rem* and A.P. Moller-Maersk A/S d/b/a Maersk Line and Maersk Sealand, *in personam* allege upon information and belief as follows:

THE PARTIES

1. At all material times, Fireman's Fund Insurance Company (hereinafter "FFIC") was and is a corporation organized and existing by virtue of the laws of a foreign state with an office and place of business located at 1 Chase Manhattan Plaza, 37th Floor, New York, NY 10005.

2. At all material times, Dow Europe was the owner and shipper of a consignment of 640 bags of LLDPE Resin Granules, which was insured by FFIC.

3. Upon information and belief, at all times hereinafter mentioned, defendant MV SAFMARINE ANTWERP (hereinafter "vessel"), was and still is a vessel operated as a common and/or private carrier of goods in ocean transportation for hire and upon information and belief, she is now, or will be during the pendency of this action, within this District and subject to the jurisdiction of this Honorable Court.

4. Upon information and belief, at all times hereinafter mentioned, Defendants, A.P. Moller-Maersk A/S d/b/a Maersk Line and MAERSK SEALAND (hereinafter "MAERSK" or "defendant"), was and still is a business entity duly organized and existing under the law of a foreign country, with an office and place of business at 2 Giralda Farms, Madison Avenue, P.O. Box 880, Madison New Jersey 07940, and who was and is now engaged in the business of common and/or private carriage of merchandise by water for hire and was the owner and/or disponent owner and/or charterer and/or manager and/or operator of the MV SAFMARINE ANTWERP.

JURISDICTION

5. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. §1333 and the General Maritime Law of the United States.

FACTS

6. On or about July 7, 2006, the plaintiff and/or their representative delivered to the defendants and/or their agents at the port of Barcelona Puerto, Spain a consignment of 640 bags of LLDPE Resin Granules owned by and/or consigned to plaintiff, in good order and condition,

for carriage aboard the MV SAFMARINE ANTWERP, to Nhava Sheva Seaport, India, in consideration of an agreed upon freight, pursuant to Maersk bill of lading number 510278003, dated July 5, 2006.

7. Thereafter, the cargo having been loaded aboard the MV SAFMARINE ANTWERP, the vessel sailed from Barcelona Puerto and discharged in Nhava Sheva Seaport, India on or about July 25, 2006.

8. Upon delivery to plaintiff, it was discovered that the consignment was not in the same good order and condition as when received by the defendants, but instead, had sustained damages resulting from water entering the container during transit.

9. The container, numbered TEXU2100029, was found to have two holes midway along the length of the ceiling near the top and left longitudinal rail. Upon opening, the bags of resin granules within were found to be wet.

10. The damage to the cargo was not the result of any act or omission of plaintiff but, on the contrary, was due solely as the result of the unseaworthiness, negligence, fault, neglect, breach of contracts of carriage, charter and bailment on the part of defendants.

11. This action is brought on behalf of and for the interest of all parties who may be or may become interested in the cargo herein referred to, as their respective interests may ultimately appear.

12. By reason of the foregoing, plaintiff has sustained losses in the amount of \$8,500, no part of which has been paid, although duly demanded.

14. All and singular the matters alleged herein are true and correct. Plaintiff reserves the right to amend and supplement this complaint, as further facts become available.

WHEREFORE, plaintiff prays that:

1. *In rem* service of process be issued against the MV SAFMARINE ANTWERP, her engines, boilers, tackle, furniture, apparel, etc.; that the vessel be seized and that all those claiming an interest in her be cited to appear and answer under oath both all and singular the matters aforesaid;

2. If the *in personam* defendants cannot be found within this District, then all their property within this District be attached in the amount of \$ \$8,500, with interest thereon and costs, the sums sued for in this Complaint;

3. The Court order, adjudge and decree that defendants, A.P. Moller-Maersk A/S d/b/a Maersk Line and MAERSK SEALAND pay to plaintiff the losses sustained herein, together with pre-judgment and post judgment interest thereon and their costs; and,

5. Plaintiff may have such other and further relief in the premises as in law and justice they may be entitled to receive.

Dated: New York, New York
July 24, 2007

Respectfully submitted,

CASEY & BARNETT
Attorneys for Plaintiff
Fireman's Fund Insurance Company

By: 

Christopher M. Schierloh (CS6644)
CASEY & BARNETT, LLC
317 Madison Avenue, 21st Floor
New York, NY 10017
(212) 286-0225